CARRIERS—COMMON OR PRIVATE—ACCIDENT INSURANCE.—The plaintiff sustained injuries while a passenger in a taxicab which he had hired at a public taxicab stand to take himself and a friend to a particular place. It appeared that the rates for the service were fixed by the owners of the taxicab, and that, during the trip, the plaintiff had the sole and exclusive use of the vehicle, although there were vacant seats. The plaintiff sought to recover under an insurance policy, which provided for double indemnity if injuries were received in a conveyance operated by a common carrier. *Held,* the defendant is not liable on the policy. *Anderson* v. *Fidelity and Casualty Co. of New York,* 166 N. Y. Supp. 640.

The question whether or not a taxicab is a common carrier is a comparatively modern one, but the principles applicable in solving the question are, in general, those which determine the nature of other carriers. The modern text writers invariably classify taxicabs as common carriers where there is a general "holding out" to the public to carry passengers. HUDDY, AUTOMOBILES, 38; DOBIE, BAIL. & CAR., 107, 164. Ordinary taxicabs, operating from passenger stations to such destinations as passengers may wish to go, are usually held to be common carriers in fixing the degree of care owed to the passenger. *Carlton* v. *Boudar,* 118 Va. 521, 88 S. E. 174. A regular tariff of charges is not essential to create a truckman a common carrier. *Jackson Iron Works* v. *Hurlbut,* 158 N. Y. 34, 52 N. E. 665. And by parity of reasoning, it would seem that a regular tariff is not essential to create a taxicab or other motor vehicle a common carrier, if the other requisites of a common carrier exist. It has been said that a carrier becomes a common carrier when the transporting becomes an habitual business. *Murch* v. *Concord Ry. Corp.,* 29 N. H. 9, 61 Am. Dec. 631. Where the plaintiff made a special contract at a fixed price with a taxicab company to transport him from one of its stands to his home, the court held that he was, during such transportation, a passenger in a common carrier. *Van Hoefen* v. *Columbia Taxicab Co.,* 177 Mo. App. 591, 162 S. W. 694. If a man hires an automobile by the hour to take a party of friends for a ride, and is injured during the ride, as the result of an accident, he sustains such an injury while a passenger in a public conveyance. He is, therefore, entitled to double indemnity upon an insurance policy, providing for double indemnity upon injury sustained while a passenger in a public conveyance; provided that the motor car is hired from a company which conducts a general business of renting such machines by the hour, or which conducts a general taxicab business. *Primrose* v. *Casualty Co. of America,* 232 Pa. 210, 81 Atl. 212.

Admitting the taxicab to be a public conveyance, it is difficult to see how it ceased to be one, and became a private conveyance, merely because the contract to carry implied the exclusion of prospective passengers, regardless of the number of vacant seats. If a passenger on a railroad charters a special car from which all others are to be excluded, the railway, as to him, still remains a common carrier. Similarly, where one engages the exclusive use of a public taxicab, the taxicab still remains a common carrier. *Primrose* v. *Casualty Co. of America, supra.*

The case of *Terminal Taxicab Co.* v. *Kutz,* 241 U. S. 252, relied on

largely by the New York court to sustain its view that the taxicab was a private carrier. is readily distinguishable from the instant case. The United States Supreme Court held that taxicabs, operating from a public stand, are common carriers, but that cars ordered from a central garage, usually by telephone, are not common carriers.

CARRIERS—PASSENGERS—WRONGFUL EJECTION.—The plaintiff bought a ticket from Harrisonburg, Va., to Selma, N. C., which the conductor on the train from Staunton to Charlottesville claimed was invalid. At Charlottesville he had the ticket agent change the ticket, but the agent by mistake wrote Thelma on the ticket instead of Selma. On boarding the Atlantic Coast Line train at Richmond, the plaintiff was told by the conductor that the ticket was not good. The plaintiff explained how the mistake occurred and offered to pay for a telegram to Harrisonburg to ascertain whether or not he had paid the proper fare. The conducter ejected him from the train, neither paying attention to the explanation, nor to the offer to pay for the telegram. The plaintiff sued to recover damages for the ejection. *Held,* the plaintiff is entitled to recover. *Creech* v. *Atlantic Coast Line R. Co.* (N. C.), 93 S. E. 453. See NOTES, p. 134.

CONSTITUTIONAL LAW—SELECTIVE DRAFT—POWER OF CONGRESS.—The defendants were imprisoned for unlawfully failing to register for military duty as required by the Act of Congress of May 18th, 1917, popularly known as The Selective Draft Law. The defendants applied for writs of *habeas corpus,* claiming that this Act of Congress is in contravention of the Thirteenth Amendment of the Federal Constitution, prohibiting slavery and involuntary servitude, and further that Congress has no power to pass such a law. *Held,* the application is denied. *Story* v. *Perkins,* 243 Fed. 997. See NOTES, p. 138.

EVIDENCE—CRIMINAL LAW—INFERENCE OF GUILT FROM FLIGHT.—The defendant was convicted of murdering an automobile driver. The morning after the murder, the defendant drove to another town for the alleged purpose of obtaining work there. The judge charged the jury, in substance, that flight must be proved by the state, and if proved, any reasonable explanation of the flight by the defendant must be considered; if the explanation were reasonable and true, the inference of guilt to be drawn from the flight is done away with; if the explanation were unreasonable or untrue, then flight was to be considered as a circumstance against the defendant. *Held,* the instruction is erroneous. *State* v. *Turnage* (S. C.), 93 S. E. 182.

Flight is a voluntary withdrawal to escape arrest, and is a circumstance from which an inference of guilt is drawn. Merely leaving the community for another purpose does not create such inference. Whether or not the circumstances constitute flight is a question for the jury. *Smith* v. *State,* 106 Ga. 673, 32 S. E. 851; *State* v. *Poe,* 123 Iowa 118, 98 N. W. 587.

The fact that a defendant flees from the vicinity where a crime was committed, knowing that it is probable that he will be arrested there-